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District Counsel

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE
REGIONAL MEDICAL CENTER,

Debtor.

Tax ID #: 94-6002897
Address: 869 N. Cherry Street
Tulare, CA 93274

CASE NO. 17-13797

DC No.: ABS-1

Chapter 9

Date: February 15, 2018
Time: 9:30 a.m.
Place: 2500 Tulare Street
Fresno, CA 93721
Courtroom 13
Dept. B, Fifth Floor
Judge: Honorable René Lastreto II

STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY
PURSUANT TO 11 U.S.C. § 362

1 TULARE LOCAL HEALTHCARE DISTRICT, dba Tulare Regional Medical Center
2 ("TRMC") and CANDICE ANDERSON ("Plaintiff"), by and through their respective
3 counsel, hereby enter into the within Stipulation for Relief from the Automatic Stay
4 pursuant to 11 U.S.C. § 362 (the "Stipulation"). The Stipulation is made with reference
5 to the following:
6

7 **RECITALS**

8 1. On September 30, 2017, TRMC commenced a voluntary case under chapter 9 of
9 title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court,
10 Eastern District of California ("Petition Date").

11 2. Prior to the Petition Date Plaintiff commenced an action in the Tulare County
12 Superior Court against TRMC, styled *Candice Anderson v. Parul Gupta, M.D.; Kin*
13 *Pang, M.D.; Parmod Kumar, M.D.; Tulare Regional Medical Center; and Does 1 to 100,*
14 *Case No. 267737* ("Lawsuit"), seeking damages for the tort of negligence allegedly
15 caused by TRMC, and others, prior to the filing of the bankruptcy case ("Malpractice
16 Claim").
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18 3. TRMC denies the allegations made by Plaintiff in the Lawsuit.

19 4. TRMC and Plaintiff (collectively "the Parties") have agreed to allow the
20 Automatic Stay to be modified pursuant to the terms and conditions stated herein.
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5. The Automatic Stay shall be modified such that Plaintiff shall be permitted to prosecute the Lawsuit to settlement or judgment against TRMC and/or the other defendants in the Lawsuit for the purposes of determining the liability and damages, if any, of TRMC and/or the other defendants with respect to the Malpractice Claim;

7. Further, Plaintiff waives her right to collect the first \$100,000 of any settlement or judgment resulting from the Lawsuit against TRMC (representing TRMC's deductible under the Policy).

8. Accordingly, should Plaintiff prevail in the Lawsuit as against TRMC any recovery by Plaintiff against TRMC shall be limited to applicable insurance, or the Policy, if any, and shall further be limited by Plaintiff's waiver of rights to collect the first \$100,000 of any settlement or judgment against TRMC as set forth above. The Lawsuit will not be prosecuted for the purpose of reaching the assets of TRMC other than applicable insurance and/or the Policy.

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¹ TRMC is a member of a risk-sharing pool (the "Policy"). Pursuant to California Government Code sections 6500 et seq., and sections 990 et seq., BETA Healthcare Group Risk Management Authority ("BETA") administers the pool under a joint powers agreement. BETA and TRMC have entered into a Stipulation for Assumption of the BETA Policy. Assumption of the BETA Policy pursuant to the Stipulation was authorized by the Court by Order dated January 26, 2018.

1 9. Therefore, it is agreed that the Automatic Stay pursuant to 11 U.S.C. § 362 be
2 vacated as to Lawsuit on the terms and conditions provided above.

3 10. Any amendment to this Stipulation shall be made in writing, signed by both
4 Parties, and approved by the Court.

5 11. The Parties stipulate to entry of an order approving this Stipulation subject to
6 compliance with FRBP 4001, if required.
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9 IT IS HEREBY STIPULATED AND AGREED.
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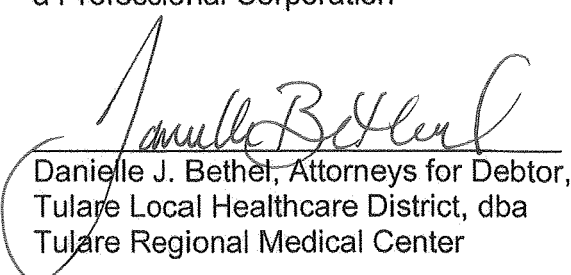
11 January 31, 2018
12

BARADAT & PABOOJIAN, INC.

13 
14 Adam B. Stirrup, Attorneys for Plaintiff,
15 Candice Anderson
16

17 February 1, 2018
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WALTER WILHELM LAW GROUP,
a Professional Corporation

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20 Danielle J. Bethel, Attorneys for Debtor,
21 Tulare Local Healthcare District, dba
22 Tulare Regional Medical Center
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